

## CUPRA Service Packs

### 1. Terms and Conditions

The services comprised in the CUPRA Service Pack are provided by Volkswagen Group Australia Pty Ltd ABN 14 093 117 876 trading as CUPRA Australia (**CUPRA**) of 895 South Dowling Street, Zetland NSW 2017 and the terms and conditions set out in this document apply to the purchase and operation of the CUPRA Service Pack.

Please read this document carefully. It describes what is included in the CUPRA Service Pack, what is not included (either by reference to types of issues or services) and your rights as a consumer which continue to apply under the Australian Consumer Law.

There are five (5) CUPRA Service Packs available for purchase by retail customers, which are set out in this document depending on the vehicle model:

CUPRA Service Packs available for all CUPRA models, other than CUPRA Tavascan:

- 3-Year Service Pack (covering the first 3 Scheduled Services);
- 2-Year Top Up Service Pack (covering the 4<sup>th</sup> and 5<sup>th</sup> Scheduled Services); and
- 5-Year Service Pack (covering the first 5 Scheduled Services).

CUPRA Service Packs available for CUPRA Tavascan models only:

- 6-Year Service Pack (covering the first 3 Scheduled Services); and
- 10-Year Service Pack (covering the first 5 Scheduled Services).

### 2. In these Terms and Conditions:

<b>Agent</b>	means a person appointed by CUPRA Australia to sell CUPRA Vehicles.
<b>Australian Consumer Law</b>	means the Australian Consumer Law set out in Schedule 2 to the <i>Competition and Consumer Act 2010</i> (Cth) as amended from time to time.
<b>CUPRA</b>	means CUPRA Australia a division of Volkswagen Group Australia Pty Ltd (ABN 14 093 117 876).
<b>CUPRA New Vehicle Warranty Start Date</b>	means the date when a new CUPRA Vehicle is delivered to the customer or is put into operation by an Agent as a sales demonstrator or courtesy loan vehicle, in all cases, as recorded in CUPRA systems.
<b>CUPRA Owner's Manual</b>	means the booklet that is supplied with a CUPRA Vehicle outlining instructions on how to use the Vehicle.
<b>CUPRA Service Pack</b>	means the purchase of vehicle servicing upfront for a specific period as stated on <a href="http://www.cupraofficial.com.au">www.cupraofficial.com.au</a> pursuant to these Terms and Conditions.
<b>CUPRA Service Partner</b>	means a person appointed by CUPRA Australia to sell CUPRA Parts and provide CUPRA Services.
<b>CUPRA Service</b>	means the provision of service in relation to any CUPRA Vehicles and includes Scheduled Service.
<b>CUPRA Vehicle or Vehicle</b>	means CUPRA badged new vehicles distributed by CUPRA Australia.
<b>Eligibility Period</b>	means the period commencing at the CUPRA New Vehicle Warranty Start Date and, depending on the Vehicle model, expiring at the earlier of:

	<p>for all CUPRA models, other than the CUPRA Tavascan:</p> <ul style="list-style-type: none"> <li>• 3 Years/45,000km (whichever occurs first) for the scheduled servicing component in respect of the 3 Year Service Pack; or</li> <li>• 5 Years/75,000km (whichever occurs first) for the scheduled servicing component in respect of the 5 Year Service Pack or, if the 2 Year Top Up Service Pack has been purchased, in respect of the 3 Year Service Pack as extended by the 2 Year Top Up Service Pack.</li> </ul> <p>for CUPRA Tavascan only:</p> <ul style="list-style-type: none"> <li>• 6 Years/90,000km (whichever occurs first) for the scheduled servicing component in respect of the 6 Year Service Pack; or</li> <li>• 10 Years/150,000km (whichever occurs first) for the scheduled servicing component in respect of the 10 Year Service Pack.</li> </ul>
<b>Eligible Model List</b>	<p>means the list of model variants to which a CUPRA Service Pack applies, as updated by CUPRA from time to time, including the following:</p> <ul style="list-style-type: none"> <li>• CUPRA Leon</li> <li>• CUPRA Ateca</li> <li>• CUPRA Formentor</li> <li>• CUPRA Born</li> <li>• CUPRA Tavascan (only eligible for the 6 Year or 10 Year CUPRA Service Pack)</li> <li>• CUPRA Terramar</li> </ul>
<b>Eligible Vehicle</b>	<p>means:</p> <ul style="list-style-type: none"> <li>• any model variant set out in the Eligible Model List (other than the CUPRA Tavascan) that is sold by an Agent and with respect to which the customer has purchased either a 3 Year, 2 Year Top Up, or 5 Year CUPRA Service Pack; or</li> <li>• a CUPRA Tavascan that is sold by an Agent and with respect to which the customer has purchased either a 6 Year, or 10 Year CUPRA Service Pack.</li> </ul>
<b>Exclusions</b>	<p>means an item that is excluded from coverage in the CUPRA Service Pack, including any item listed in section 5 of this document.</p>
<b>First Purchaser</b>	<p>in respect of an Eligible Vehicle, means the person who first purchased that Eligible Vehicle from an Agent.</p>
<b>Your Responsibilities</b>	<p>means the responsibilities of the customer, as set out in section 6 of this document.</p>
<b>Service Interval</b>	<p>means:</p>

	<ul style="list-style-type: none"> <li>• for all CUPRA models, other than CUPRA Tavascan, each interval of 15,000km/12 months (whichever occurs first);</li> <li>• for CUPRA Tavascan, each interval of 30,000km/24 months (whichever occurs first),</li> </ul> <p>within the Eligibility Period.</p>
<b>Scheduled Services</b>	means the scheduled services to which you are entitled under the CUPRA Service Pack which cover the cost of parts, labour and fluids for the service items recommended at each Service Interval by the vehicle manufacturer. The Schedule Services are limited to the items referred to in section 4 of this document.
<b>Service Schedule</b>	means the official service schedule for all Eligible Vehicles (as per the factory standards) which is accessible at <a href="https://www.cupraofficial.com.au/owners/servicing-guide">https://www.cupraofficial.com.au/owners/servicing-guide</a> .
<b>Terms and Conditions</b>	means the terms and conditions set out in this document.

Subject to these Terms and Conditions, the CUPRA Service Packs are available in respect of an Eligible Vehicle at the price or rate listed on CUPRA's website at <https://www.cupraofficial.com.au/>.

During the Eligibility Period the relevant Scheduled Service items included within the CUPRA Service Pack will be carried out for no additional charge at any authorised CUPRA Service Partner, subject to the Exclusions and compliance with Your Responsibilities.

### 3. When can a CUPRA Service Pack be purchased?

All applicable CUPRA Service Packs (other than the CUPRA 2 Year Top Up Service Pack) can be purchased for Eligible Vehicles prior to the first Scheduled Service, provided that at the time of purchase the Eligible Vehicle has an odometer reading of no more than 22,500 km, and no more than 15 months have lapsed since the Eligible Vehicle's commencement of the CUPRA New Vehicle Warranty Start Date.

A CUPRA 2 Year Top Up Service Pack can only be purchased for Eligible Vehicles for which a CUPRA 3 Year Top Service Pack has been purchased, provided that at the time of purchase of the CUPRA 2 Year Top Up Service Pack the Eligible Vehicle has an odometer reading of no more than 22,500 km, and no more than 15 months have lapsed since the Eligible Vehicle's commencement of the CUPRA New Vehicle Warranty Start Date.

### 4. What is covered under CUPRA Service Pack?

The applicable CUPRA Service Packs will cover the standard items in each of the Scheduled Services relevant to the Eligible Vehicle as set out in the applicable Service Schedule. The standard items in each Scheduled Service include labour, parts, lubricants, and sundries which includes items such as oil and waste recycling and or removal, workshop supplies etc.

Additional items specified in the applicable Service Schedule that are time based such as brake fluid replacement and pollen filter will be provided if their replacement becomes due whilst the Eligible Vehicle is within the Eligibility Period.

## **5. What is not covered by the CUPRA Service Pack**

The following items are not covered by any of the CUPRA Service Packs (**Exclusions**):

- (a) Tyre rotation, balancing and wheel alignment where required.
- (b) Repair of accident damage to anybody, driveline, or chassis components.
- (c) Additional maintenance due to modification from the original specification or the use of non-approved parts, fluids, or additives.
- (d) Normal wear and tear consumable items requiring replacement and parts requiring additional maintenance (including but not limited to clutch linings, brake discs and pads, brake linings, wiper blades, globes of all types (including Bi Xeon and LED), fuses, trims, diesel particulate filters, catalytic converters, all belts, water pumps, tyres, satellite navigation update disks and all other parts of your vehicle that have been subject to normal wear and tear);
- (e) Items or work required because of vehicle misuse or abuse or because of the vehicle not being driven in accordance with the manufacturer's specifications and guidelines.
- (f) Additional fluids and additives not specified in the Service Schedule.
- (g) Adjustments not specified in the Service Schedule.
- (h) Additional maintenance and repairs that may be recommended by your authorised CUPRA Service Partner to suit your individual driving characteristics.
- (i) Service or maintenance of non-genuine CUPRA parts; and
- (j) Service, fitment, or maintenance of any accessories, including CUPRA accessories.

These Exclusions will be identified as separate additional items and are not covered by the original CUPRA Service Pack price. These additional items will be supplied by the authorised CUPRA Service Partner at such rate as advised by the authorised CUPRA Service Partner.

Note: Authorised CUPRA Service Partners are required to advise you if an Exclusion that requires additional service or maintenance work is necessary or recommended. It is their responsibility to inform you prior to that work being undertaken and your consent should be requested and obtained before the authorised CUPRA Service Partner undertakes the additional service or maintenance work.

## **6. Your Responsibilities**

It is your responsibility to ensure that the Eligible Vehicle is presented at an authorised CUPRA Service Partner during normal working hours for servicing at each of the Service Intervals. If you miss any Service Interval, it can result in additional work being required which may not be included in the CUPRA Service Pack and for which an additional charge may be payable.

You must also:

- (a) comply with the instructions in the CUPRA Owner's Manual and take all necessary steps to minimise any vehicle damage in the event of a vehicle defect or failure; and
- (b) maintain, operate and use the vehicle in accordance with the manufacturer's instructions and within the specified operating limitations.

## **7. Transfers**

Subject to section 11 of this document, the entitlements of the CUPRA Service Packs remain with the Eligible Vehicle if the First Purchaser or any subsequent owner on-sells the Eligible Vehicle provided that, as at the time of re-sale, the Eligible Vehicle has had all necessary Scheduled Services performed.

The Eligibility Period of the Eligible Vehicle is not affected by any transfer of the Eligible Vehicle.

## **8. Cancellations and refunds**

Except to the extent permitted by law, the CUPRA Service Pack is non-refundable and cannot be cancelled once purchased. No refunds are payable if any Scheduled Services included in the CUPRA Service Pack are not redeemed at the relevant Service Interval during the Eligibility Period for any reason, including but not limited to, where the Eligible Vehicle is lost, stolen or damaged beyond repair during the Eligibility Period.

## **9. Statutory rights and liability**

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

These Terms and Conditions should not be read as excluding, restricting, or modifying any rights and remedies available under the Australian Consumer Law.

CUPRA otherwise excludes or limits all terms, conditions, warranties, and guarantees implied by law or statute to the extent that the exclusion or limitation of those terms, conditions, warranties, and guarantees is permitted by law or statute and would not cause this provision to be void or unenforceable.

## **10. Keeping your details up to date**

The Australian Government requires manufacturers to be able to contact the current vehicle owner if any recall or service campaigns become necessary. Should you change your address or sell your vehicle, please call CUPRA Australia on 1800 607 822 between 8:00 am and 6:00 pm Monday to Friday (AEST) Australian Eastern Standard/ Daylight Savings time (excluding all National public holidays), or email [hello@mycupra.com.au](mailto:hello@mycupra.com.au).

## **11. Change of ownership**

Subsequent registered owners of an Eligible Vehicle may obtain the benefit of any unexpired portion of the relevant CUPRA Service Pack which has been purchased for that Eligible Vehicle. Customers can contact CUPRA Contact Centre on (toll-free) 1800 607 822 between 8:00 am and 6:00 pm Monday to Friday (AEST) Australian Eastern Standard/ Daylight Savings time (excluding all National public holidays), or email [hello@mycupra.com.au](mailto:hello@mycupra.com.au).

Subsequent registered owners of an Eligible Vehicle will be subject to all the provisions, limitations, and exclusions (including the Exclusions) set out in these Terms and Conditions.

## **12. Privacy statement**

By accepting the services and benefits set out in these Terms and Conditions, you agree to your personal information being used and disclosed for the purpose of providing services pursuant to the relevant CUPRA Service Pack which has been purchased for your Eligible Vehicle, including sending service reminders as well as providing information about other products and services offered by CUPRA and its related companies. For further information, please see our privacy policy available on request or at [Privacy Policy | CUPRA \(cupraofficial.com.au\)](https://cupraofficial.com.au/Privacy-Policy).

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